

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, CAPITOL HILL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

**Invitation to Bid**Solicitation Number: **BV5079**Due Date: **05/04/05 at 2:00 P.M.**

Date Sent: April 21, 2005

Goods and services to be

**RIVERSWEST OUTDOOR CLOTHING FOR DNR****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Invitation to Bid**

Solicitation Number: **BV5079**

Due Date: **05/04/05**

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**Vendor Name:**

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**NOTES TO BIDDERS**

1. THIS INVITATION TO BID (ITB) IS FOR A ONE TIME PURCHASE ONLY. NO CONTRACT WILL RESULT FROM THIS ITB.
2. ENTER ALL PRICING ON THE PRICE SHEETS ATTACHED.
3. THIS ITB REPRESENTS THE APPROVED UNIFORM ITEMS. THEREFORE EQUIVALENT BRANDS CANNOT BE CONSIDERED.
4. THERE IS NO PREVIOUS PRICING INFORMATION TO GIVE BIDDERS. THERE ARE NO HISTORICAL FIGURES.
5. ALL PRODUCT MUST BE DELIVERED BY SEPTEMBER 30, 2005.

**QUESTIONS ON SPECIFICATIONS CALL BRENDA VELASQUEZ AT (801) 538-7206.**

QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL BRENDA VELDEVERE AT (801) 538-3142.

RX: 560 50000000019

COMMODITY CODE: 20082

**Ship To:** DEPT NATURAL RESOURCES  
1594 WEST NORTH TEMPLE  
SALT LAKE CITY UT 84116

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

**1. BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

**2. SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

**6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**7. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

**9. ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**11. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**12. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

# Price Sheet – BV5079

## ITEM 001

### RIVERSWEST TR-1 TACTICAL JACKET STYLE #5732T (NO SUBSTITUTIONS)

MADE OF WATERPROOF, WINDPROOF, H2P TRIFLEX FABRIC. JACKET TO HAVE: RADIAL COLLAR, OVERSIZED FRONT PATCH POCKETS, SIDE ENTRY HAND WARMER POCKETS, ARTICULATED ELBOWS, 2 WAY UNDERARM ZIPPERS THAT GO ALL THE WAY TO THE BOTTOM OF THE JACKET WITH A BOTTOM ADJUSTABLE SNAP TAB FOR WEAPON, EPAULETS ON BOTH SHOULDERS, BACK ELASTIC BAND, SNAP TAB ADJUSTMENT ON CUFFS, RADIO TAB SEWN ON UPPER FRONT CHEST. COLOR IS TO BE CHOCOLATE BROWN, IN THE FOLLOWING QUANTITIES:

QTY	SIZE	UNIT PRICE TO INCLUDE DELIVERY	EXTENDED PRICE TO INCLUDE DELIVERY
2	S	\$	\$
18	M	\$	\$
6	MTALL	\$	\$
24	L	\$	\$
12	L TALL	\$	\$
24	XL	\$	\$
12	XL TALL	\$	\$
6	2XL	\$	\$
TOTAL FOR ITEM 001			\$

## ITEM 002

### RIVERSWEST BACKCOUNTRY JKT, STYLE #5015 (NO SUBSTITUTIONS)

MADE OF WATERPROOF, WINDPROOF, H2P TRIFLEX FABRIC. JACKET TO HAVE A RADIAL COLLAR, INTERIOR POUCH POCKETS, ZIPPERED HAND-WARMER POCKETS, PIT ZIPPERS, SNAPS FOR OPTIONAL HOOD. COLOR TO BE CHOCOLATE BROWN IN THE FOLLOWING SIZES:

QTY	SIZE	UNIT PRICE TO INCLUDE DELIVERY	EXTENDED PRICE TO INCLUDE DELIVERY
2	S	\$	\$
24	M	\$	\$
6	MTALL	\$	\$
24	L	\$	\$
6	L TALL	\$	\$
24	XL	\$	\$
6	XL TALL	\$	\$
12	2XL	\$	\$
4	2XL TALL	\$	\$
1	3XL	\$	\$
TOTAL FOR ITEM 002			\$

# Price Sheet

## ITEM 003

### RIVERSWEST SEVEN MILE JKT STYLE #5023. (NO SUBSTITUTIONS)

MADE OF WATERPROOF WINDPROOF, H2P TRIFLEX FABRIC. JACKET TO HAVE A RADIAL COLLAR WITH SNAPS FOR OPTIONAL HOOD, 2 CARGO POCKETS, ARTICULATED ELBOWS, UNDERARM PIT ZIPS, 2 ZIPPERED HANDWARMER POCKETS. COLOR TO BE CHOCOLATE BROWN IN THE FOLLOWING SIZES:

QTY	SIZE	UNIT PRICE TO INCLUDE DELIVERY	EXTENDED PRICE TO INCLUDE DELIVERY
2	S	\$	\$
12	M	\$	\$
4	M TALL	\$	\$
24	L	\$	\$
6	L TALL	\$	\$
24	XL	\$	\$
6	XL TALL	\$	\$
6	2XL	\$	\$
1	2XL TALL	\$	\$
1	4X L TALL	\$	\$
TOTAL FOR ITEM 003			\$

## ITEM 004

### RIVERSWEST STEELHEADER JKT STYLE # 5249 (NO SUBSTITUTIONS)

MADE OF WATERPROOF WINDPROOF, H2P TRIFLEX FABRIC. JACKET TO HAVE A RADIAL COLLAR WITH SNAPS FOR OPTIONAL HOOD, 2 CARGO POCKETS, UNDERARM PIT ZIPS, 2 ZIPPERED HANDWARMER POCKETS, WITH A SHIRT TAIL BACK HEM.. COLOR TO BE CHOCOLATE BROWN IN THE FOLLOWING SIZES:

QTY	SIZE	UNIT PRICE TO INCLUDE DELIVERY	EXTENDED PRICE TO INCLUDE DELIVERY
4	M	\$	\$
12	L	\$	\$
12	XL	\$	\$
2	2XL	\$	\$
TOTAL FOR ITEM 004			\$

# Price Sheet

## ITEM 005

### RIVERSWEST RANGER ATP PANT STYLE #2025 (NO SUBSTITUTIONS)

MADE OF WATERPROOF WINDPROOF, H2P TRIFLEX FABRIC. TO HAVE 1 ZIPPERED BACK POCKET, 2 HANDWARMER POCKETS, 1-ZIPPERED POCKET ON FRONT LEG, TO HAVE DIAMOND FLEX CROTCH, 1-30 INCH 2 WAY ZIPPER ON THE OUTSIDE OF EACH LEG WITH A BREATHABLE LINER TO VENT, ELASTICIZED BACK WAIST AND BELT LOOPS TO BE CHOCOLATE BROWN COLOR IN THE FOLLOWING SIZES:

QTY	SIZE	UNIT PRICE TO INCLUDE DELIVERY	EXTENDED PRICE TO INCLUDE DELIVERY
6	S	\$	\$
12	M	\$	\$
8	M TALL	\$	\$
6	L	\$	\$
6	L TALL	\$	\$
8	XL	\$	\$
5	XL TALL	\$	\$
1	2XL	\$	\$
TOTAL FOR ITEM 005			\$

## ITEM 006

### RIVERSWEST BIB STYLE #2045 (NO SUBSTITUTIONS)

MADE OF WATERPROOF WINDPROOF, H2P TRIFLEX FABRIC. TO HAVE 1 ZIPPERED BACK POCKET, 2 HANDWARMER POCKETS, 2 ZIPPERED CARGO POCKETS ON FRONT SIDE OF LEG, TO HAVE DIAMOND FLEX CROTCH, 1-22 INCH 2 WAY ZIPPER ON THE OUTSIDE OF EACH LEG, ELASTICIZED BACK WAIST AND BELT LOOPS TO BE CHOCOLATE BROWN COLOR IN THE FOLLOWING SIZES:

QTY	SIZE	UNIT PRICE TO INCLUDE DELIVERY	EXTENDED PRICE TO INCLUDE DELIVERY
6	S	\$	\$
12	M	\$	\$
8	M TALL	\$	\$
6	L	\$	\$
6	L TALL	\$	\$
8	XL	\$	\$
5	XL TALL	\$	\$
1	2XL	\$	\$
TOTAL FOR ITEM 006			\$

**ITEM 007****RIVERSWEST H2P WATCH CAP STYLE #8580 (NO SUBSTITUTIONS)**

MADE OF WATERPROOF WINDPROOF, H2P TRIFLEX FABRIC. TO BE CHOCOLATE BROWN COLOR

QTY	SIZE	UNIT PRICE TO INCLUDE DELIVERY	EXTENDED PRICE TO INCLUDE DELIVERY
100	N/A	\$	\$
TOTAL FOR ITEM 007			\$

**TOTAL PURCHASE FOR ITEMS 001, 002, 003, 004, 005, 006 AND 007  
INCLUDING DELIVERY FOB DESTINATION.**

\$

THE STATE OF UTAH, DIVISION OF PURCHASING OFFERS BID TABULATIONS AND AWARD NOTIFICATIONS  
ON ITS WEBSITE: [www.purchasing.utah.gov](http://www.purchasing.utah.gov)